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Attorneys for Oregon Land Use Board of Appeals

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

COLES VALLEY CHURCH, a Non-Profit
Corporation, and JAMES MATTHEW
ROYSTON,

Plaintiffs,

v.

OREGON LAND USE BOARD OF
APPEALS, An Oregon State Administrative
Agency; COUNTY OF DOUGLAS, A Public
Body; and DOES 1 THROUG 50, Inclusive,

Defendants.

Case No. 6:20-CV-00661-MK

NOTICE OF SETTLEMENT

Pursuant to ORS 17.095, the State notifies the court that this action has been settled pursuant to the terms of a Settlement Agreement and Release, a copy of which is attached as Exhibit 1.

DATED January 31, 2022.

Respectfully submitted,

ELLEN F. ROSENBLUM
Attorney General

s/ Kenneth C. Crowley
KENNETH C. CROWLEY #883554
Senior Assistant Attorney General
Trial Attorney
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Of Attorneys for Defendant

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This action is currently pending in U.S. District Court Case Number 6:20-cv-00661-MK ("Action"). The parties to this Action are Coles Valley Church and James Matthew Royston, represented by attorney Ray D. Hacke, and the State of Oregon (the "State"), identified in the litigation as the Oregon Land Use Board of Appeals ("LUBA"), represented by Senior Assistant Attorney General Kenneth Crowley and Assistant Attorney General Kate Beck ("Parties"). This action concerns allegations regarding the Religious Land Use and Institutionalized Persons Act ("RLUIPA"). The Parties have agreed to settle this Action for the consideration set forth in this Settlement Agreement and Release of Claims ("Agreement"). The effective date of this Agreement is the date on which it is fully executed.

The terms of this Agreement are as follows:

Stipulated Judgment: As consideration for Plaintiffs' Release of Claims, and on behalf of the Released Parties described below, the State of Oregon shall enter into a Stipulated Judgment with the Plaintiffs. An unsigned copy of the Stipulated Judgment is attached to this agreement as Attachment 1.

Settlement Payment: As further consideration for Plaintiffs' Release of Claims, and on behalf of the Released Parties described below, the State of Oregon, by and through the Oregon Department of Administrative Services/Risk Management ("Risk Management"), shall pay the sum of Twenty Thousand Dollars [\$20,000.00] ("settlement payment") to fully and finally compromise and resolve Plaintiffs' disputed claim for attorney fees, costs and disbursements.

Plaintiffs' Release of Claims: In consideration for the above referenced Stipulated Judgment, Plaintiffs, individually and on behalf of any heirs, executors, administrators, successors, agents, and assigns agrees to release, acquit, and forever discharge Defendant State of Oregon and all those in interest with it including all of its political subdivisions, agencies, departments, administrators, officers, current and former employees, agents, attorneys, and insurers (collectively "Released Parties"), from any and all claims, demands, or causes of action,

whether known or unknown, under any legal, equitable, or other theory, that were or could have been raised in this Action.

The release, acquittal, and discharge described above ("Release") includes any claims against the Released Parties - including LUBA, the Oregon Department of Justice, and the Department of Administrative Services, Risk Management - arising from the negotiation or execution of this Agreement. This Release also includes any damages (including past and future medical and mental health expenses, lost wages, impairment of earnings, emotional distress, pain and suffering, punitive damages, and any other compensatory, economic, noneconomic, nominal, or other forms of damage) and equitable relief (including injunctions or declaratory judgments), whether known or unknown, or which may develop after the effective date of this Agreement, and including any and all expenses (attorney fees, costs, and disbursements).

Plaintiffs further acknowledge that any third-party claims arising out of this Agreement and/or the Stipulated Judgment referenced above are the sole and separate obligation of plaintiffs. Plaintiffs will defend, indemnify and hold harmless the Released Parties from and against all such claims brought against the Released Parties.

Newly-Discovered Evidence: The Parties agree that if, after the Effective Date of this Agreement, they discover evidence different from or in addition to the evidence which they now know of or possess, this Agreement remains in full force and effect.

No Admission of Fault or Future Precedent: The Parties agree that this Agreement is not to be construed as an admission or proof of any liability or fault whatsoever on the part of the Released Parties. This Agreement does not establish a precedent in the settlement of any current or future grievance, or other dispute among the Parties, and shall not be admissible as evidence in any future arbitration, administrative or court proceeding except in a proceeding brought to enforce the terms of this Agreement. In the event plaintiff pursues a claim waived or released pursuant to this Agreement, the Released Parties may plead this Agreement as an absolute defense.

No Waiver: The failure by any of the Parties to enforce at any time, or for any period of time, any one or more of the terms or conditions of this Agreement or a course of dealing between the Parties, shall not be a waiver of such terms or conditions or of such Party's right to enforce each and every term and condition of this Agreement.

Invalidity: This Agreement does not waive any right that may not legally be waived. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, void, or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to such invalid, illegal, void, or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions of this Agreement shall not be affected.

Binding Agreement and Ownership of Claims: This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors in interest, insurers and assigns. The Parties acknowledge that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim, or any portion of interest of any claim, that was or could have been raised in this Action.

Acknowledgment of the Terms of the Agreement: By the signatures below, the Parties acknowledge that they have read and know the contents of this Agreement, that they fully understand the Agreement's terms, and that they enter the Agreement voluntarily for the purpose of making a full compromise and settlement. Each of the Parties further represents it has consulted or has had the opportunity to consult with legal counsel of its choice concerning the legal effect of this Agreement before signing it, and that each party executes this Agreement after voluntarily. Further, the persons executing and delivering the Agreement represent and warrant that they are fully authorized to do so, and that the execution of delivery of the Agreement is lawful and voluntary.

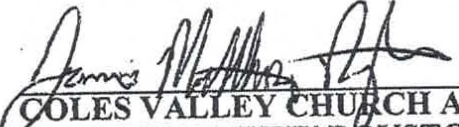
Judgment of Dismissal with Prejudice: The Parties agree to a dismissal of the pending Action, with prejudice, via entry of the Stipulated Judgment. Counsel for Defendant State of

Oregon shall file the Stipulated Judgment. The Parties agree to execute the Stipulated Judgment and any further documents and take any further actions, as may be reasonable and necessary, in order to carry out the purpose and intent of this Agreement.

Waiver of Rule of Construction Against Drafter: This Agreement was jointly drafted and approved by all Parties to this Agreement. Any rule that would otherwise require any ambiguities in this Agreement to be interpreted against the drafter(s) is hereby expressly waived.

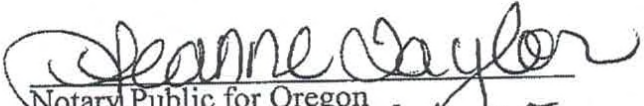
Counterparts: This Agreement may be executed in counterparts, including counterparts received by facsimile or electronic transmission, with each counterpart constituting an original. The executing Parties agree that a photocopy or other signed copy of this Agreement is as effective as the original.

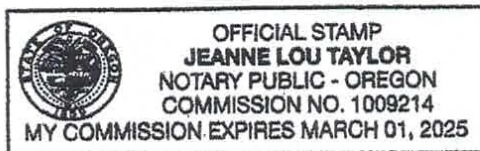
IT IS SO AGREED TO BY THE PARTIES:


COLES VALLEY CHURCH AND
JAMES MATTHEW ROYSTON
Plaintiff

DATED this 6th day of January, 2022.

Subscribed and sworn to before me this 6 day of January, 2022, in the State of
Oregon, County of Douglas

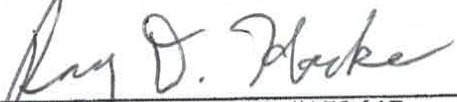

Notary Public for Oregon
My commission expires: 3-1-25




Katy Coba, DAS Director/Chief Operating Officer
STATE OF OREGON

DATED this 13 day of January, 2022.

APPROVED AS TO FORM:



RAY D. HACKE, OSB #173647
Attorney for Plaintiff

DATED this 7th day of January, 2022.

s/ Kenneth Crowley

KENNETH CROWLEY, OSB #883554
Senior Assistant Attorneys General
Defendant State of Oregon

DATED this 13th day of January, 2022.

CERTIFICATE OF SERVICE

I certify that on January 31, 2022, I served the foregoing NOTICE OF SETTLEMENT upon the parties hereto by the method indicated below, and addressed to the following:

Ray D. Hacke
Pacific Justice Institute
PO Box 5229
1850 45th Ave NE, Suite 33
Salem, OR 97305
Attorney for Plaintiffs

☐ HAND DELIVERY
☐ MAIL DELIVERY
☐ OVERNIGHT MAIL
☐ TELECOPY (FAX)
☐ E-MAIL
☒ E-SERVE

s/ Kenneth C. Crowley
KENNETH C. CROWLEY #883554
Senior Assistant Attorney General
Trial Attorney
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